

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

AIR LIQUIDE AMERICA, L.P.,	:	CIVIL ACTION NO. 1:04-CV-646
Plaintiff	:	
	:	(Judge Conner)
v.	:	
	:	
P.H. GLATFELTER COMPANY,	:	
Defendant	:	

CONSENT JUDGMENT

Plaintiff Air Liquide America, L.P. (“Air Liquide”) having charged in the Amended Complaint that defendant P.H. Glatfelter Company (“Glatfelter”) has infringed U.S. Patent Nos. 6,579,412; 6,773,547; and 6,793,771 (the “Air Liquide Patents-in-Suit”) by its operation of an ozone bleaching line for low consistency pulp at its Spring Grove, Pennsylvania mill (the “Glatfelter Ozone Bleaching Installation”);

Defendant Glatfelter having denied infringement and alleged that the Air Liquide Patents-in-Suit are invalid and unenforceable;

The parties having conducted extensive fact and expert discovery relating to their respective allegations and having now decided to enter into a confidential settlement agreement which includes an agreement to enter into a consent judgment on terms as herein provided, subject to the approval of the Court;

The Court having considered the proposed consent judgment and good cause appearing therefor;

IT IS HEREBY STIPULATED, ADJUDGED AND DECREED:

1. The Air Liquide Patents-in-Suit are valid and enforceable.
2. Glatfelter and its officers, agents, servants, employees, attorneys and all other persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise, are hereby enjoined from:
 - (a) restarting or using the Glatfelter Ozone Bleaching Installation for low consistency pulp in the same manner as Glatfelter operated the Glatfelter Ozone Bleaching Installation from January 2004 to December 2005; and/or
 - (b) using ozone bleaching in a manner that infringes the Air Liquide Patents-in-Suit.
3. The injunction shall continue until the last to expire of the Air Liquide Patents-in-Suit.
4. All claims and counterclaims in this action are hereby dismissed with prejudice and the Clerk of Court is directed to CLOSE this matter.
5. Each party shall bear its own costs and attorneys fees.

/s/ Christopher C. Conner
CHRISTOPHER C. CONNER
United States District Judge

Dated: April 27, 2006